

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

68-0157 (9-06) - 3091078 - EI

DAVID R GUZMAN
Claimant

APPEAL NO. 08O-UI-08847-MT

**ADMINISTRATIVE LAW JUDGE
DECISION**

SUPREME STAFFING INC
Employer

**OC: 06/22/08 R: 03
Claimant: Respondent (1)**

Section 96.5-1 – Voluntary Quit
Section 96.3-7 – Recovery of Overpayment of Benefits

STATEMENT OF THE CASE:

Employer filed an appeal from a decision of a representative dated July 24, 2008, reference 01, which held claimant eligible for unemployment insurance benefits. This matter was remanded by Employment Appeal Board order September 30, 2008 for limited receipt of evidence. After due notice, a telephone conference hearing was scheduled for and held on October 17, 2008. Claimant participated and was represented by David Loetz, Attorney at Law. Employer participated by Mike Riehl, Office Manager.

ISSUE:

The issues in this matter are whether the claimant quit for good cause attributable to the employer and whether claimant is overpaid unemployment insurance benefits.

FINDINGS OF FACT:

The administrative law judge, having heard the testimony and having considered all of the evidence in the record, finds: Claimant last worked for employer on June 26, 2008. Claimant was discharged from his temporary full-time assignment at Miller Refrigeration. Claimant did not call in or report to the employer until July 3, 2008, when he went in to pick up his paycheck. Claimant was not informed of the policy that he needed to tell the employer of the end of an assignment within three days of the last day of work. Claimant was informed of employer's policy in writing September 13, 2007, which did not include the three day rule. The employer instituted the three day policy January 2008 and did not disseminate the policy to prior employees.

REASONING AND CONCLUSIONS OF LAW:

The administrative law judge holds that the evidence has established that claimant voluntarily quit for good cause attributable to the employer when claimant terminated the employment relationship because the temporary assignment discharged him. Claimant waited a full week to contact the employer to let them know he had been laid off. Employer has a policy that requires claimant to report in within three days of the end of an assignment. Claimant was not informed

of the policy September 13, 2007, because the policy went into effect January 2008. Claimant was not aware of the policy on calling in within three days. This is a separation for cause attributable to employer. Benefits allowed.

Iowa Code section 96.5-1 provides:

An individual shall be disqualified for benefits:

1. Voluntary quitting. If the individual has left work voluntarily without good cause attributable to the individual's employer, if so found by the department.

Iowa Code section 96.5-1-j provides:

An individual shall be disqualified for benefits:

1. Voluntary quitting. If the individual has left work voluntarily without good cause attributable to the individual's employer, if so found by the department, but the individual shall not be disqualified if the department finds that:

j. The individual is a temporary employee of a temporary employment firm who notifies the temporary employment firm of completion of an employment assignment and who seeks reassignment. Failure of the individual to notify the temporary employment firm of completion of an employment assignment within three working days of the completion of each employment assignment under a contract of hire shall be deemed a voluntary quit unless the individual was not advised in writing of the duty to notify the temporary employment firm upon completion of an employment assignment or the individual had good cause for not contacting the temporary employment firm within three working days and notified the firm at the first reasonable opportunity thereafter.

To show that the employee was advised in writing of the notification requirement of this paragraph, the temporary employment firm shall advise the temporary employee by requiring the temporary employee, at the time of employment with the temporary employment firm, to read and sign a document that provides a clear and concise explanation of the notification requirement and the consequences of a failure to notify. The document shall be separate from any contract of employment and a copy of the signed document shall be provided to the temporary employee.

For the purposes of this paragraph:

(1) "Temporary employee" means an individual who is employed by a temporary employment firm to provide services to clients to supplement their work force during absences, seasonal workloads, temporary skill or labor market shortages, and for special assignments and projects.

(2) "Temporary employment firm" means a person engaged in the business of employing temporary employees.

DECISION:

The decision of the representative dated July 24, 2008, reference 01, is affirmed. Unemployment insurance benefits are allowed, provided claimant is otherwise eligible.

Marlon Mormann
Administrative Law Judge

Decision Dated and Mailed

mdm/kjw